

# ENVIRONMENTAL RESEARCH

## RESEARCH AND TECHNOLOGY BRANCH

STANDARDS DEVELOPMENT BRANCH OMIE



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Environment  
Ontario

Jim Bradley, Minister

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**STANDARDS DEVELOPMENT BRANCH**  
135 ST. CLAIR AVENUE WEST  
TORONTO, ONTARIO M4V 1P5

**ENVIRONMENTAL RESEARCH GRANTS AND CONTRACTS**

**GUIDE FOR APPLICANTS**

**1988/89**

**STANDARDS DEVELOPMENT BRANCH**  
135 ST. CLAIR AVENUE WEST  
TORONTO, ONTARIO M4V 1P5

## FOREWORD

This document outlines the procedures for submitting proposals for funding support in five areas of environmental research. Information is provided about the application and review process for both grant awards and unsolicited contract awards. While most details are provided in the document, applicants are encouraged to seek information on problems or unusual cases by contacting the Ministry.

## DATES TO REMEMBER

Deadlines for receipt of applications by the Research and Technology Branch	(1) January 15 (2) June 15
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Notification to applicant of decision:	generally in May and October respectively.
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Project progress reports:	due every six months.
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Final Project report:	due at project completion.
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Presentation of a paper on all R.A.C. supported projects is required at the annual Technology Transfer Conference held in late November or early December each year.

A statement of yearly expenditures for grants as of March 31 is due by May 31 for all grants.

All applications and inquiries should be directed to:

Research and Technology Branch  
135 St. Clair Avenue West  
Toronto, Ontario M4V 1P5  
Tel (416) 323-4574

	<u>PAGE</u>
SECTION C REGULATIONS AND REQUIREMENTS	22
1. PERIOD OF SUPPORT	22
2. PUBLICATIONS AND REPORTS	22
Interim Use of Data	22
Interim Reports	23
Final Report	24
Technology Transfer Conference Presentation	25
Acknowledgment and Disclaimer	25
3. OWNERSHIP RIGHTS	27
Ownership of Equipment	27
Copyright	28
Patent Rights	28
4. GENERAL REGULATIONS	30
Amendments	30
Transfer of Grants	31
Sabbatical Leave	31
Change of Principal Investigator	31
Termination of Grants and Contracts	32
Conflict of Interest	33
Liability	33
Notice of Change	34
Confidentiality	34

	<u>PAGE</u>
SECTION D RESEARCH ADMINISTRATION	35
1. PROJECT LIAISON OFFICER	35
2. GRANT ADMINISTRATION	35
Letter of Agreement	35
Start Date	35
Financial Administration	36
Completion Date	38
3. CONTRACT ADMINISTRATION	39
Legal Contract	39
Start Date	39
Financial Administration	39
Completion Date	40
CONCLUSION	41
APPENDIX A - Application Form 02	42
APPENDIX B - Grant Letter of Agreement	48
APPENDIX C - Contract Letter of Agreement	52

## SECTION A GENERAL INFORMATION

### 1. DEFINITION OF RESEARCH

Research is defined as an investigative study undertaken on a systematic basis to increase the available store of scientific and technical knowledge, or to apply existing knowledge in new ways and to solve specific problems.

Routine monitoring programs, technical surveys and the implementation of abatement measures are, by definition, excluded from the research category.

Projects coordinated by the Acid Precipitation in Ontario Study (APIOS) Office are also excluded because they are approved and funded independently of the Ministry's formal Research Management Process, although research needs that are relevant to the study of acidic precipitation, and are not currently carried out through the APIOS office are included in the Ministry of the Environment (MOE) document "Research Needs" (November, 1987).

Examples of eligible activities include the analysis, or collection and analysis, of primary or secondary data to elucidate factors which give rise to changes in environmental quality and/or to determine causal relationships and corrective actions ; the development and/or evaluation of prototypes of new devices, equipment, systems, procedures and organizational arrangements relevant to environmental protection; initial demonstration projects; and methods and results of evaluating economic and sociological aspects of environmental protection.

## CONTENTS

	<u>PAGE</u>
FOREWORD	i
DATES TO REMEMBER	1
SECTION A GENERAL INFORMATION	1
1. DEFINITION OF RESEARCH	1
2. THE RESEARCH ADVISORY COMMITTEE	1
Description	1
Functions	2
Organization and Administration	3
Areas of Support	3
Review Process	4
SECTION B APPLICATION PROCEDURES	6
1. GENERAL	6
The Application	6
Form 02	7
The Proposal	15
Résumés, Publications and Appendices	16
Schedule	16
Confidentiality	18
2. GRANT APPLICATIONS	18
Eligibility	18
Definition of Grant	19
Overhead	19
Use of Grant Funds	19
3. CONTRACT PROPOSALS	20
Eligibility	20
Definition of Contract	20
Unsolicited Proposals	20
Solicited Proposals	21



	<u>PAGE</u>
SECTION D RESEARCH ADMINISTRATION	35
1. PROJECT LIAISON OFFICER	35
2. GRANT ADMINISTRATION	35
Letter of Agreement	35
Start Date	35
Financial Administration	36
Completion Date	38
3. CONTRACT ADMINISTRATION	39
Legal Contract	39
Start Date	39
Financial Administration	39
Completion Date	40
CONCLUSION	41
APPENDIX A - Application Form 02	42
APPENDIX B - Grant Letter of Agreement	48
APPENDIX C - Contract Letter of Agreement	52



2. THE RESEARCH ADVISORY COMMITTEE

Description

The Research Advisory Committee (R.A.C.) of the Ministry of the Environment is responsible for ensuring that research activities are consistent with Ministry policies, goals and objectives. The Committee makes recommendations on the suitability of research proposals submitted by external institutions such as universities, consultants and other research institutions and agencies, and also coordinates research conducted within the Ministry through its Branches, Regions, Boards and Advisory Committees.

Functions

The "Research Management Process" Guideline (April, 1987, Policy 16-08) defines the terms of reference for the R.A.C. as the following:

- To formulate and obtain approval for Ministry research planning and management policy.
- To develop and implement procedures for the management and evaluation of research activities.
- To define research needs, establish priorities and develop a research strategy, recommending the types of research to be undertaken by the appropriate Branches, Regions, Boards and Advisory Committees.
- To annually recommend levels of resources which the Ministry should devote to research activities.



- To make recommendations on the suitability of research proposals submitted by external institutions and agencies, and by Ministry Branches, Regions, Boards and Advisory Committees.
- To develop procedures for the early dissemination of research findings and to foster their implementation.
- To ensure that research activities are consistent with Ministry policies, goals and objectives.

#### Organization and Administration

The R.A.C. comprises the Director of Research and Technology Branch for the Ministry, who acts as the chairperson, plus the Executive Director of Approvals and Engineering, 10 branch and regional directors, 2 coordinators for major Ministry programs, a senior representative from the Federal Government (Environment Canada) and an ex-officio member representing the Ontario Pesticides Advisory Committee. Technical Review is co-ordinated by five review coordinators representing the five major areas of research funded. Projects are managed by Project Liaison Officers who act as primary contact persons with the principal investigators. These Liaison Officers are also responsible for ensuring that the various reporting, budgetary and other requirements of the grant or contract award are met by the investigator.

## Areas of Support

Consideration is given primarily to applied and developmental research directed to environmental protection and health-related research. The research program is divided into five broad areas:

- Water Quality
- Air Quality
- Liquid and Solid Waste
- Analytical Method Development
- Socio-Economic Research.

The Ministry's research priorities and needs are published in the "Research Needs" document which is updated each year and released at the Technology Transfer Conference.

Support is not provided for major equipment acquisitions, educational programs or the provision of services which should be financed from service supported programs.

## Review Process

All proposals are reviewed on the basis of scientific merit, relevance to current Ministry research priorities and policy requirements, and available funding. Proposals that are not included in the identified research needs but are innovative may also be considered. Applications which are deemed eligible for support are referred to the appropriate review coordinator of the Ministry, and are subjected to extensive technical review by knowledgeable internal staff and by appropriate external reviewers generally

from other government agencies. A meeting with the applicant or a site visit may be conducted when recommended by the reviewers.

When reviewing an application, the R.A.C. considers in detail the following:

- The scientific and technical merit of the proposal and its research strategy.
- The competence and previous performance of the investigator and the quality of the facilities.
- The likelihood of the investigator achieving the objectives on time.
- The cost relative to the anticipated benefits.
- The compatibility of the project with MOE research needs and priorities.
- The potential for the implementation of the study results and any potential users.

Prior to the R.A.C. meeting, committee members review the Form 02 summaries and review coordinators' recommendations. At the meeting, the proposals are discussed and debated on the basis of technical evaluations of their scientific merit and relevance to Ministry priorities. Decisions are reached by consensus. Applications reviewed favourably by the R.A.C. are recommended to senior management for final budgetary approval. In certain cases, final approval may be conditional on budgetary adjustments or on specific changes to the research protocol. Funding will

not be recommended until all conditions and changes have been made or agreed to in writing. Written reviewers' comments will not normally be provided to applicants.

## SECTION B APPLICATION PROCEDURES

### 1. GENERAL

#### The Application

The application consists of the following components in the order listed:

- covering or transmittal letter
- Form 02 (see appendix A for completed example)
- project proposal (maximum 20 pages) (see page 16)
- résumés (maximum 3 pages each)
- recent publications (if applicable)
- appendices (maximum 30 pages in total)

One original and five copies of the complete application are required for each proposed project, whether it is new or a renewal. Applications that are incomplete or are considered difficult to read as a result of poor quality photocopying, photo-reducing, dot-matrix printing etc. may be returned without review. Pages in excess of the limits stated above may not be considered in the review process.

It should be noted that, to meet the needs of the various reviewers and of the R.A.C., it is imperative that applicants provide concise, informative answers in all sections of the Form 02, and submit the required number of complete applications. The time interval between closing dates for receipt of applications and meetings of R.A.C. does not permit consideration of late or incomplete applications.



## Form 02

The intention of the Application For Funding Form 02 is to summarize the full proposal and requested funding. A detailed description of the components of the Form 02 follows:

- Principal Investigator and Affiliation

The person in charge of directing and carrying out the research project is the principal investigator. It is this person who ensures that, once approved, the research is a) carried out as specified in the research proposal and b) is on schedule. It is also the principal investigator with whom the Research and Technology Branch and Liaison Officer correspond on any matters concerning the research project. The affiliation of the principal investigator is the name of the institution or company that employs him/her.

- Type of Funding Applied For

Funding may be in either grant or contract form (See Sections B2 and B3 for explanations of both) and either solicited or unsolicited. (See Section B3) NOTE:  
Preference will be given to proposals with total budgets not exceeding \$80,000, and shared funding will generally be required for proposed budgets over \$80,000.

- Title of Proposed Research

The title should briefly reflect the proposed research.

- Short Title

The short title should include key words specific to the research project and is used for administration purposes.

- Principal Investigator's Title and Address

This section should include an accurate and appropriate title and address for future correspondence and mailings.

- Percentage of Principal Investigator's Time Allocated to the Project

This is the proportion of the individual Principal Investigator's total time that is spent on the project per year.

- Co-investigators Names and Affiliations

The names and affiliations of those persons associated with the project are necessary.

- Budget

A detailed budget encompassing a complete account of projected purchases and staff needs anticipated for a Ministry funded project must be submitted with the Form 02. The budget breakdown and supporting information should be comprehensive enough to defend the budget with regards to the total project description.

The budget should be broken down on a year by year basis and should allow for inflation.

Recent constraints have made it necessary to give preference to proposals under \$80,000, generally one year in duration.

With regards to salaries, an individual's time should be identified in work-years.

The R.A.C. may recommend the modification of the budget submitted in one or more of the following ways:

- a) disallowing certain unjustified expenditures;
- b) modifying the distribution of funds;
- c) limiting funds for certain categories; or
- d) increasing funding so as to allow for additional work.

If the recipient wishes to be allowed to change funds from one budget category to another after an award has been made, the request must be made in writing to the Liaison Officer with a copy of the proposed revised budget included. Approval may be granted by the Research and Technology Branch, if recommended by the Liaison Officer.

• Budget by Year

• Salaries and Benefits

Salaries requested from MOE funding should include all fees and disbursements to any persons who will be appointed by the recipient to assist in

carrying out the project. The recipient should not change principal professional staff, consultants, sub-contractors or salary rates without the written consent of the Ministry. The Ministry is not liable for any costs in excess of the funding amount agreed upon.

If the principal investigator(s) and other research staff associated with the project normally receive a salary on a continuing basis from a university or college, they are not to receive salary payments, stipends, supplements or fees for services from a grant. Also, grant salary payments to university post-doctoral fellows, graduate students, technicians or other assistants are not to exceed existing NSERC rates.

Individuals paid from MOE funds are not to be regarded as MOE employees. Employer contributions to superannuation, group insurance and other employee benefits normally available to the institution or company's employees may be paid by the company/institution on behalf of persons paid from an MOE fund. The costs may then be charged to the appropriate research project.

#### Travel

Any major travel expenses should be included in the budget, including travel to the Technology Transfer Conference to present project findings.

• Supplies and Equipment

Capital equipment may be purchased with MOE funds although this equipment remains the property of the Crown and must be returned to the Ministry unless other arrangements are made and approved by the Research and Technology Branch. Any software developed with grant or contract monies should be given to the Ministry with full documentation on a computer disk with "trade compatibility". Typing, photocopying and other office support activities are generally the responsibility of the funding recipient.

• Services

Services such as computer time should be documented as an anticipated expense.

• Overhead

These cover indirect expenses and may be claimed for contracts only. Overhead expenses will not be considered on grant applications.

• Other

Any expenses not included in the other categories should be included here, and the nature of the expenses specified.

• Current or Previous Research Funding

Applicants must indicate whether funds for all or part of a submitted project proposal or a similar project have been, or are going to be solicited for funding elsewhere. The following information should be included:

- the names of other agencies;
- the amount sought from each agency;  
and
- the amount received to date from  
each agency.

Should any funds be approved by another agency during the submission or after approval of a project, recipients must inform the Ministry Liaison Officer in writing.

Joint funding of a project by the Ministry with other agencies is possible and is encouraged. It is in the interest of an applicant to determine if other agencies will cooperate in joint funding and notify the Ministry if such arrangements appear possible.

The Ministry may take action to arrange partnership funding of a proposal if such a step is considered expedient.

• Approval Signatures

The approval signatures of various university or contract research company officials are necessary to the completion of an application form 02. In the case of a university, the signatures of the Dean, Head or Chairman; Financial Administrator, Director of Research

Administration as well as the Principal Investigator are generally required on all copies of the form. In the case of a contractor, the signature of the President, Financial Administrator and Principal Investigator must be included on each form submitted. Application forms will be returned to the applicant if the approval signatures are not completed.

By signing, the applicant and the institution/company representative signify both their assent to comply with the regulations and requirements of the Ministry and their intent to provide adequate space, time and facilities to permit the intended research to be carried out.

- Abstract

A brief description of the project should be included.

- Objectives

Objectives should include the goals and rationale behind the project.

- Milestone Definition and Schedule

This section should include a concise, point-form schedule of every predicted major step in the proposed research. If the project is approved, this summary will be used to measure the progress of the research.

- Yearly Description of Study

A brief general description of the work to be completed and the results anticipated for each year should be included in this section.

- Relevance and Potential for Application -  
What Will the Project Contribute to the  
Ministry of the Environment's Research Needs

The Ministry generally chooses research projects based on the scientific research priorities and needs outlined in the annual "Research Needs" document. Other innovative proposals for work not included in the identified research needs will also be considered. This section should include either an indication of how the proposed research will contribute to the Ministry of the Environment's specified research needs or an indication of why the research need is justified in the case of a proposal which does not address a specified need.

- Description of the Potential for  
Implementation of Results - Potential Users  
and the Timeframe for Application of Results  
by Users

The Ministry strongly encourages the implementation of research findings. The potential for result implementation of the proposed research should be included, along with any potential users that may apply the results, and the timeframe involved to allow for application by these users.



- Potential Marketability

If applicable, any possible commercial benefits or export potential that might result from the research should be identified.

### The Proposal

The detailed project proposal should include the following components to support the Form 02 summary:

- title which briefly reflects the proposed research
- objectives and the underlying hypotheses and rationale
- thorough literature review to support the rationale and objectives
- research description including its significance and relevance to environmental and health-related research
- research design including a concise statement of the work program, a timechart for major activities, methodologies, analysis of results, and criteria for evaluating outcome

Details must be provided on the modelling/data manipulation aspects of the project, eg: the use of available models, programming language rationalization and compatibility.

- detailed budget showing annual cash flow normally based on the government fiscal year from April 1 to March 31, or on the project year October to September for June 15

proposals. The budget should also justify any major or unusual travel, split out salary for programming and computer time, and indicate equipment or supplies expenditures (Inadequate explanations of items in the budget may result in arbitrary decisions on the level of funding).

- benefits anticipated on a cost-effectiveness basis if relevant and/or based on contributions to solutions of environmental protection problems in Ontario.

#### Résumés, Publications, Appendices

A résumé should be included for the principal investigator and any co-investigators or specialists employed on the project. Maximum length of the résumé should be three pages. Excess pages may not be considered in the review process.

Publications relevant to the proposed study should also be included.

Appendices totalling no more than 30 pages may be added to the application and should be distinct from the proposal itself. These may include supporting documents such as letters of support or commitments from cooperating investigators.

#### Schedule

- Closing Dates

The closing dates for the receipt of applications are January 15 and June 15 each year. These dates apply to both new applications and applications for renewals

beyond the originally approved duration.

• Review Schedule

Once received, applications are normally technically reviewed within six weeks of the closing dates. Summaries of evaluations are due eight weeks after the closing date allowing approximately three weeks for review by R.A.C. members. Committee meetings are generally scheduled three months after the closing dates.

• Notification

Notification of grant awards to university investigators stating the particulars of the grant will be sent to the designated official (generally the Dean or Director of Research) with a copy to the applicant. Notification of contract awards will be sent to the applicant as indicated on the Form 02.

Unsuccessful applicants will be notified at the earliest possible time after their proposal has been rejected. In some cases a proposal may be approved subject to conditions, or revised proposals or additional information may be requested. Occasionally, a proposal is deferred until the next R.A.C. meeting due to either unresolved concerns or the need for clarification.

## Confidentiality

Although it may not be possible to guarantee absolute confidentiality for the information provided in the application, every effort will be made to accommodate specific requests for confidential treatment if received at the time of submission.

## 2. GRANT APPLICATIONS

### Eligibility

Generally speaking, applications for research grant awards may be received from the following sources:

- universities and colleges
- research foundations and institutes
- municipalities
- environmental interest groups
- other government agencies (transfer payments)

A project involving more than one of the above is acceptable providing that one institution or group assumes leadership, responsibility and accountability.

Proposals received from these sources are submitted as "unsolicited" proposals. Proposals originating from Ministry branches or regions are classified as "solicited" proposals and, if approved-in-principle for funding, are awarded through a competitive tendering process and are generally funded by contract. The R.A.C. will consider out-of-province proposals which have significance for Ontario and are judged by the reviewers to be of high technical merit and relevance to Ministry research needs.

### Definition of Grant

A research grant is a one time payment of funding to an eligible institution to perform investigations on the data and techniques necessary for the attainment and maintenance of an eminent standard of environmental quality in Ontario. They are important in allowing the Province to maintain a high level of competence in pollution abatement science and technology.

### Overhead

Grant funds may not be used for overhead costs.

### Use of Grant Funds

The use of funds for environmental research by the Ministry of the Environment is intended to encourage investigations on the data and techniques necessary for the attainment and maintenance of an eminent standard of environmental quality in Ontario and to maintain in the Province a high level of competence in pollution abatement science and technology.

Research Grants are intended primarily to cover operating expenses such as: the employment of assistants, supplies, computing services, field trips, and equipment. It is assumed that the basic facilities required to carry out the proposed work are already available to the applicant.

### 3. CONTRACT PROPOSALS

#### Eligibility

Generally speaking, applications for research contract awards may be either unsolicited or solicited and may be received from the following sources:

- Canadian companies and foreign owned subsidiaries operating in Ontario
- Research institutions and organizations
- Crown corporations with an arm's length relationship with government

#### Definition of Contract

A research contract is an agreement to supply research services and overhead under defined negotiated conditions in exchange for a predetermined cost. For Ministry purposes, the contract incorporates a letter of agreement signed by both parties, a purchase order and any pertinent attached schedules (see appendix B for completed example).

#### Unsolicited Proposals

Unsolicited proposals originate from a private organization and are submitted directly to the Research and Technology Branch. If a proposal comes from a university, it must come from the office of the University or College Research Grants Officer or appropriate research grants administrator.

Unsolicited proposals are not generated in response to a specific detailed requirement in the Ministry, but rather are unsolicited requests for financial support of

specific research and development endeavours outlined in the annual Ministry document "Research Needs".

#### Solicited Proposals

Solicited proposals originate from observed environmental needs or problem issues. Ministry staff identify the objectives, scope, and terms of reference of the required research work in the form of a "Request For Proposal" (RFP). This RFP is mailed by the Purchasing Section of the Ministry to a sufficient number of candidate consultants to ensure the receipt of at least three adequate responses. The procedure used for tendering such solicited grants is that described in the current Ontario Management Board of Cabinet Directives and Guidelines.

## SECTION C REGULATIONS AND REQUIREMENTS

### 1. PERIOD OF SUPPORT

Normally the maximum duration of any research project is three years although preference will be given to one year proposals. Only one application is necessary for a research project up to three years in duration. A project period may be extended by up to six months without additional funding if:

- a) Requested in writing by the principal investigator and supported in writing by the Project Liaison Officer;
- b) Requested before the end of the project year; and
- c) Reasons for the extension required are documented.

#### Note:

For projects carried out by contract, extension will necessitate an amendment to the purchase order which should be prepared by the Liaison Officer prior to the closing date.

Extensions will not be granted if the above procedure is not followed.

### 2. PUBLICATIONS AND REPORTS

#### Interim Use of Data

##### Grants

As stipulated in the Grant Agreement, the principal investigator in a grant funded project will be the owner of any data collected during the project and may use it for publication provided that the



Ministry is given advance notice. The Ministry reserves the right to make use of any data arising from the project with an acknowledgement of the contribution of the principal investigator if he/she approves.

#### Contracts

When permission is requested by the principal investigator for presentation or release of partial data from a contract funded project before the project is completed and the report is released, the Liaison Officer will obtain approval from the appropriate branch or regional Director and advise the Research and Technology Branch. The decision may be referred to the R.A.C. if considered necessary. No proprietary information received or developed in connection with the funded project is to be disclosed without this consent.

#### Interim Reports

A brief progress report is required every six months for all contracts or grants throughout the duration of the project. This interim report should include references to any publications ensuing from the research project. The interim report is reviewed by the appointed Liaison Officer to determine satisfactory progress and is then forwarded to the Research and Technology Branch.

In certain cases, a presentation at the Transfer Technology Conference will suffice in lieu of the interim report.

An interim report is particularly important if the investigator expects further funding in the case of a multi-year project. Additional funds normally will not be provided until the report is received.

## Final Report

Generally five copies plus a galley-proof copy of a final report must be submitted within three months of the termination of funding of each MOE sponsored research project. The final report should comprise a detailed summary of the results and conclusions found in the research project, together with supporting data. In all cases, a 250-300 word abstract is also required together with references to publications resulting from the MOE funded project.

The report may consist in part of reprints of publications and copies of presentations given at the Technology Transfer Conference. In occasional cases, a final report may be substituted by either a single comprehensive publication or several component publications in the peer reviewed scientific literature or a book chapter. If such is the case, approval would follow the normal review procedure once the manuscript had reached a final draft stage but before submission to the editor, if possible.

The cover of the report will specify the R.A.C. project number and institution or agency, and may show the Project Liaison Officer's name.

Once the Liaison Officer evaluates the final report and is technically satisfied with it he/she will forward it for approval. When changes to the report are necessary, the Liaison Officer will advise the author and coordinate the revision.

Following the Liaison Officer evaluation process, and R.A.C. approval, reports are then distributed within the Ministry and are released to the public after approval by Senior Management. In some cases where the quality of the report or the results are judged to be of limited

value, the R.A.C. may recommend limited or internal distribution.

Materials, documents, data and working papers relating to a contract funded project remain the property of the Ministry and should be given to the Ministry upon request or disposed of as instructed by the Ministry once the project is completed or terminated.

#### Technology Transfer Conference Presentation

The funding recipient must be prepared to make a presentation each project year at the Ministry's Annual Technology Transfer Conference in the form of either an oral presentation of a paper or a poster presentation.

#### Acknowledgment and Disclaimer

All reports and other documents and materials prepared by or for the contractor arising out of the project and the final report prepared by the grantee should bear the legend:

C 19\_\_\_\_ - Her Majesty the Queen in Right of Ontario  
as Represented by the Minister of the  
Environment

unless the Liaison Officer otherwise directs in writing.

The Ministry of the Environment does not generally provide funds for publication in peer-reviewed scientific literature but does encourage funding recipients to publish project results in appropriate journals both before and after the project completion. The Ministry encourages the distribution of information and strongly supports technology transfer and diffusion. Before publication, the principal investigator is

required to provide five pre-publication copies to the Liaison Officer of any publications, research reports, presentations or other papers arising during or within one year of the project completion. In the case of a contract, the approval of the Ministry must be obtained through the Liaison Officer before publication is allowed.

If outside publication is undertaken of any publications, research reports or other published papers, acknowledgment of MOE funding must be given and a disclaimer must be inserted. The format of the acknowledgment and disclaimer should follow the example below.

"Acknowledgment and Disclaimer"

"This report was prepared for the Ontario Ministry of the Environment as part of a Ministry funded project. The views and ideas expressed in this report are those of the author and do not necessarily reflect the views and policies of the Ministry of the Environment, nor does mention of trade names or commercial products constitute endorsement or recommendation for use".

If the results or part of the results from the project are to be incorporated in a thesis, the Ministry will normally give a consent to publication subject to any condition that was necessary to protect patent rights and subject to the Ministry determining whether its financial or other involvement in the research should be acknowledged or not, and if so how.

The Ministry reserves the right to make use of data or publish in whole or in part any publications, research

reports or other papers arising out of the project, while including an acknowledgement of the contribution of the principal investigator if the investigator so wishes.

3. OWNERSHIP RIGHTS

Ownership of Equipment

Equipment is defined to include items a) of a tangible, moveable nature; b) either in use or held for later use or disposal; c) with an estimated life of one year or more; and d) with a unit cost equal to or greater than \$500. Any items which are judged to be particularly "attractive" for private use or resale equal to or greater than \$100 are also classified as equipment.

The principal investigator keeps an inventory of all equipment purchased for a research project and sends an updated copy of the inventory to the Liaison Officer when needed. This equipment inventory includes a description of each item covering:

- model no.
- serial no.
- colour
- value
- manufacturer
- supplier
- date of return to the Ministry
- Branch to which equipment will be returned

At the completion of the project, the investigator is normally expected to return in good condition all major or attractive equipment loaned to the investigator or bought with MOE funds. Alternatively, if the equipment is to be used to carry out related work, other suitable arrangements in writing must be made with the Ministry.

### Copyright

If a paper is published on MOE sponsored research, the author is required to acknowledge MOE financial assistance.

Data bases or data sets ensuing in whole or in part from MOE sponsored research grants similarly belong to the principal investigator and/or the recipient institution or company (depending on the established regulations in effect at the recipient institution or company).

The Ministry nonetheless supports the sharing of data with others interested in facilitating and improving research on environmental issues.

In the case of contracts, MOE holds the copyright for all reports, documents and other materials arising from the contract. A disclaimer is appended to the resulting report claiming support but not necessarily endorsement of the results.

### Patent Rights

Any patentable or secret formulae, patents, inventions, discoveries and improvements, whether patented or not and any material subject to copyright, and any industrial design or other industrial property, any additions to amendments to, extensions of, restorations of and reissues of patents, copyrights and registrations of industrial designs or other industrial property, resulting from experiments or research or operations connected with MOE funded projects belong to the principal investigator in the case of a grant and the Government of Ontario in the case of a contract.

### Grants

Where an application is being prepared or proposed to be prepared for a patent under the Patent Act of Canada or similar foreign legislation, neither the Ministry nor the principal investigator shall publish information which may adversely affect the obtaining of a Patent in Canada or the United States of America without first consulting with the other party.

Patent rights arising jointly between a person carrying out research funded by grant money from the Ministry and an employee of the Ministry shall be jointly owned by the Ministry and the University or other person designated by the University, and title to all patents issued thereon shall be joint.

The Ministry shall have a non-exclusive licence to use any patent rights arising from the project for its own purposes or municipal purposes in Ontario and, where the patent rights are not being exploited commercially in Ontario by the University of persons designated by the University, for any purposes in Canada.

The Ministry is prepared to enter into a supplementary agreement with respect to exploitation of any patent rights.

### Contracts

It is the responsibility of the principal investigator and recipient company to inform the MOE of any such inventions, discoveries or improvements. Meetings between both parties will determine whether any of the government rights will

be relinquished or allotted to the inventor or recipient institution.

The contractor shall have a royalty free non-exclusive license to use, have used and exercise or have exercised any of the aforementioned patent rights for further research and development provided the results of such research and development are reported to the Ministry in writing.

The investigator and any persons working on the assignment must cooperate in any action needed to perfect or record any patent rights in the Ministry's name.

#### 4. GENERAL REGULATIONS

##### Amendments

The investigator is expected to advise the Ministry through the Project Liaison Officer of any anticipated major alteration in the research. While funds are intended to be used as described in an approved funding arrangement, the R.A.C. recognizes that some measure of flexibility is essential. Requests for amendments to the budget should be made in writing to the Liaison Officer with a copy to the Research and Technology Branch. The Liaison Officer will be responsible for making a recommendation to the Chairman of R.A.C. on whether the request for the amendment should be granted. If a budget amendment exceeds 10% of the total project budget or \$20,000, the request is referred to the R.A.C. for decision. Applicants may make reasonable changes within budget categories providing that the Liaison Officer is kept fully informed of the alterations.



### Transfer of Grants

No research grant can be transferred from one institution to another without written approval of the R.A.C.

### Sabbatical Leave

In the event that any of the principal researchers specified in the accepted proposal takes a sabbatical leave, leave of absence, or will otherwise not be present or active in the project, agreement should be made in writing with the Liaison Officer and the Research and Technology Branch on the investigator's substitution, adjournment, continuation, or termination of the project.

### Change of Principal Investigator

If the principal investigator intends to withdraw from his/her role as acting director of the research project, the Ministry must be notified immediately. In this situation, two choices are available to the institution or company involved:

- a) A request may be submitted to terminate the project. This action would also necessitate a terminal progress report, an expenditure summary and the return of any unspent funds in the case of a grant; or
- b) The research may be continued under the direction of another principal investigator provided approval is received from the Ministry. Biographical data, a progress report and any other relevant information about the project's achievements should be included.

## Termination of Grants and Contracts

If for any reason a R.A.C. supported project is prematurely terminated (because of illness, death, resignation of the Principal Investigator, or for any other reason), the Principal Investigator (or sponsoring institution or contractor) shall immediately notify the Research and Technology Branch of the inability to carry out or complete the project for which funding was approved. Termination requires that the unspent portion of grant funds be repaid to the Ministry and that a report be submitted on the results determined to the point of termination.

In the case of a contract:

- If it is found that the contractor is not carrying out the project as approved or has been involved in serious professional misconduct, then support for a project may be revoked in whole or in part by the Ministry without notice or payment in lieu of notice or according to the terms and conditions specified in the Contract or Letter of Agreement.
- The Ministry may also terminate work at any other time via written notice with the sole obligation being to pay the contractor for work done to the date of cancellation and for any future non-reimbursable monies already legally promised by the contractor.
- The contractor may terminate work on the project for any reason with a one month advance written notice to the Liaison Officer. In such an event, the Ministry will determine what, if any, portion of the payments made

prior to the date of termination, the contractor may retain.

#### Conflict of Interest

Unless after full consultation, the R.A.C. and the applicant agree otherwise, applicants should avoid the following potential conflicts of interest:

- a) the authorization and purchase of equipment, supplies or services by the applicant from a source in which the applicant or his/her immediate family has a substantial interest; or
- b) the appointment of any member of the applicant's immediate family as an employee or consultant on a research project supported by R.A.C..

#### Liability

No responsibility for injury, property damage or costs, claims, demands, suits, actions and judgements against Ontario arising out of studies or other activities undertaken with financial assistance from the Ministry of the Environment (MOE) is assumed by the provincial government, MOE or any employee of the Ministry of the Environment before, during or after the completion of the project, except if they are caused by the negligence of a Ministry employee while acting within the scope of their employment. The sponsoring agency should take steps to safeguard or insure itself, the equipment and any personnel against such incidents, loss or damage. All contractors must conform to Provincial Environmental Health and Safety Standards.

### Notice of Change

The Ministry of the Environment may find it necessary to modify the terms and conditions of their funding process without prior notice.

### Confidentiality

Throughout the duration of a contract project, no proprietary information received or developed by the investigator in connection with the funded project is to be disclosed without the consent of R.A.C.

## SECTION D RESEARCH ADMINISTRATION

### 1. PROJECT LIAISON OFFICER

Projects funded under the MOE Environmental Research Program are assigned to one or more Project Liaison Officers. A Liaison Officer is the Principal Investigator's prime contact with the Ministry of the Environment and acts on requests for consultation, guidance or assistance. The Liaison Officer makes available to the recipient Ministry files pertinent to the assignment and submits to the Branch, Region or Research Advisory Committee a brief, clear evaluation of the progress made in each research program that is being monitored. Any changes or modifications to the research project after approval has been granted must be approved in writing by the Liaison Officer.

### 2. GRANT ADMINISTRATION

#### Letter of Agreement

The Ministry has a standard grant letter of agreement form which is signed by the successful applicants in order that monies can be forwarded to them. The grant project must follow the terms listed in the agreement.

#### Start Date

The start date of a grant research project is generally calculated as the month of notification which is usually October or May depending on the submission date. In certain cases, project "years" may be more or less than twelve months if requested by the Investigator and approved by the R.A.C.

## Financial Administration

### Method of Payment

All research proposals, submitted to the Ministry, should be handled through the Research Administration Office of the applicant institution. Once the grant funding is approved by MOE, it will be this research office where the grant cheque is sent. A grant cheque is usually issued on a yearly basis. In the case of a multi-year project, the second or third year cheque is sent only after the Liaison Officer has approved an interim report on the project and has submitted a written letter of support for the continuation of the project. The following sections go into more detail on the financial aspects of a grant.

### Multi-year Projects

#### Duration of Funding by Grants:

A proposal usually receives approval for the duration described in the submission form up to thirty-six months from its approval. The awarding of a multi-year grant in any one year does not imply that funding will be certain in subsequent years at the end of each year. Grantees are required to establish their continued progress in the research by an interim report every six months (see Method of Payment section above).

A Ministry decision for continuation of funding will be conveyed to the Director of Research Administration of the institution and the Principal Investigator.

### Expenditure Statements

Grant recipients will be required to provide a statement of expenditures at the end of each MOE fiscal year (March 31) to the Liaison Officer with a copy to the Research and Technology Branch. Statements are to be received no later than May 31.

A further statement of expenditure is required upon termination of a grant, and at any other time as may be requested by MOE.

To facilitate the two above requirements, the recipient should hold an itemized budget and expenditure account which includes a detailed list of purchases and salaries financed through the MOE funding. Supporting information should be adequate to defend the budget and the resulting expenditures in the event that R.A.C. uses its authority to question discrepancies between the budget and the submitted expenditure statement.

### Audit

Following provincial financial and operational audit procedure, principal investigators of research projects receiving funding from the MOE may be required at any time to produce evidence or certify in writing, that each person paid with project funds has actually worked the amount of time claimed and that all books, records, equipment and facilities claimed through the fund are reasonable and have been properly incurred for the purpose of the assignment.

Principal investigators and administrative officers of receiving institutions and companies will be

notified of audit results and may appeal any suggested disallowances within 30 days of notification, by writing to the MOE. Failure to appeal within the timeframe will be considered an acceptance of the decision. If the audit requires a refund from the investigator, it must be made within 60 days.

Proper financial records and books of accounts may be inspected by the Ministry during the project and up to five years after the project completion.

#### Return of Unused Funds

Funds remaining unspent at the fiscal or project year end may be kept and spent during the following year if the funding agreement has prior MOE approval for extension.

If a project is completed and funds remain unspent, a final submission of the statement of expenditures should be carried out. Included with the statement should be a refund amounting to the total of unspent funds already advanced.

#### Completion Date

The completion date of a project is generally 12 months after notification i.e. April or October, depending on the start date. A multi-year project will have a completion date generally 24 or 36 months after notification, depending on the individual grant agreement.



### 3. CONTRACT ADMINISTRATION

#### Legal Contract

The Liaison Officer is responsible for drawing up a legal letter of agreement for a contract with any necessary attachments included (see appendix C for example). Once signed, the contract must be followed by the contractor. Any deviation from the contract must be approved in writing by the Liaison Officer.

#### Start Date

The start date will be indicated in the Letter of Agreement and purchase order.

#### Financial Administration

##### Purchase Order

Once a contract agreement is signed, the purchasing Section of the Ministry issues a purchase order. Work may not proceed until the investigator receives the purchase order number.

##### Invoices

Invoices are required as proof of expenditure. Payment by the Ministry is only carried out after receipt of both invoices and supporting documentation as required.

##### Holdback

A holdback of up to 10% is in effect on all submitted invoices. Final payment will be made

only after a final report and a final invoice are received.

Additional amounts may be held back so that at all times the sum of any holdbacks, the amount remaining uninvoiced and the amount of any additional holdback money is at least equal to the estimated cost for the satisfactory completion of the assignment.

#### Completion Date

The completion date of a project will be indicated on the Purchase Order. A contract extension of up to 6 months may be allowed provided no increase in funds is associated with the extension. Increase in funding for an extended contract can only occur with a contract amendment which generally requires approval by the R.A.C.

The reasons for any extension required to complete any phase of the project should be documented and forwarded to the Liaison Officer as soon as possible after it is known that an extension is needed and prior to the original termination date of either that phase of the project or the project itself. Unless an extension is agreed to in writing by the Liaison Officer the contractor may not extend the time for completion.

## CONCLUSION

This booklet "Guide for Applicants" and other Research and Technology Branch publications were prepared to assist researchers in their submission of proposals for funding support by the Ministry and will be updated annually.

APPENDIX A

FORM 02



FORM 02

FORMULE 02

Application For  
Research Funding

Demande de financement  
de projets de recherche

Ministry Use Only    Réserve au ministère	
Date Received Date de réception	_____
Proposal No. Proposition n°	_____
Research Area Domaine de recherche	_____

This form is to be completed by the applicant for the benefit of the Ministry of the Environment and is intended to provide a summary of the detailed proposal. The Form 02 summary is the description of the proposal that will be submitted to the Research Advisory Committee for their review along with the reviewers' recommendations for funding. Five copies and the original of all documents are required when submitting an unsolicited or solicited proposal for funding by grant or contract.

The detailed proposal should include a thorough review of the available literature to support the rationale and objectives. All submissions should include clearly stated objectives and a full description of proposed methods, a detailed cost breakdown, a discussion of the anticipated contribution to the field of environmental research, and an appended list of relevant publications and curriculum vitae. Information must also be provided for any specialists or co-investigators named.

Generally, proposals should not exceed 20 pages in length, exclusive of supplementary appendices. The closing dates for the receipt of unsolicited proposals are January 15 and June 15. If approved, funding is effective upon notification by the Ministry (generally in May and October respectively).

**CONDITIONS OF AWARD OF GRANT OR CONTRACT**

In the event that a grant or contract is awarded, the principal investigator and his/her institution or company agree to:

1. Provide the Research Advisory Committee, Ministry of the Environment, with a written final report (galley-proof) plus five copies on the work completed during the project year (s) and with copies of all reports or publications resulting from this project. This may include supporting operational documents and software copies.  
It is understood that release or publication of the final report is contingent on approval by the Ministry of the Environment.
2. Execute an agreement on the Ministry's standard form before funds can be advanced.
3. Provide a progress report every six months in addition to the final report.
4. Provide a statement of grant expenditures at the end of each fiscal year (March 31) to the Liaison Officer and the Research Management Office.
5. Present a paper at the annual Technology Transfer Conference, if requested.
6. Provide to the Liaison Officer at the end of each project year a list of capital equipment purchased with grant or contract monies.
7. Immediately notify the Liaison Officer of any change in the scope or nature of the work program, and return all grant funds to the Ministry not required to carry out the approved, revised program. Major changes in scope require prior approval and contract amendment.
8. Return to the Ministry all grant funds remaining at the completion of the project.
9. Return all capital equipment purchased with grant or contract monies at the completion of the project or alternatively, make some other suitable arrangement in writing with the Research Advisory Committee if the equipment will continue to be used to carry out related work.
10. Allocate no stipend or salary paid to a university Principal Investigator(s) from a grant.
11. Allow an Ontario Provincial Government Auditor access to the financial and or project records either during or after its completion, if requested.

La présente formule, qui doit être remplie par le demandeur pour le ministère de l'Environnement, vise à résumer la proposition. La formule 02 résume la description de la proposition qui sera soumise à l'étude du Comité consultatif de la recherche, accompagnée des recommandations de financement faites par les examinateurs de la proposition. Cinq copies des documents de même que leurs originaux doivent accompagner la demande de financement, par subvention ou par contrat, de la proposition, sollicitée ou non.

La proposition doit comprendre une étude détaillée des ouvrages existants dans le domaine de recherche afin d'appuyer la justification et les objectifs du projet. De plus, la demande de subvention doit inclure la liste complète des objectifs poursuivis, la description détaillée des méthodes utilisées pour atteindre ces objectifs, la ventilation des coûts, l'examen de la contribution apportée par le projet à la recherche environnementale et, en annexe, le curriculum vitae de l'intéressé (ou des intéressés), fournissant la liste des publications. On doit également fournir des renseignements sur tous les spécialistes et chercheurs nommés dans la description du projet.

De façon générale, la proposition ne doit pas dépasser 20 pages, appendices non compris. Toute proposition non sollicitée doit parvenir au ministère pour le 15 janvier ou le 15 juin. S'il est approuvé, le financement entre en vigueur lorsque le ministère avise le chercheur ou l'organisme de sa décision (généralement en mai et octobre).

**CONDITIONS D'ATTRIBUTION D'UNE SUBVENTION OU D'UN CONTRAT**

En cas d'attribution d'une subvention ou d'un contrat, le chercheur principal de même que l'organisme auquel il appartient s'engagent à :

1. Présenter par écrit au Comité consultatif de la recherche du ministère de l'Environnement un rapport final (épreuves en placard) et cinq copies sur les travaux effectués au cours du projet, comprenant des exemplaires de tous les rapports et publications, y compris les documents auxiliaires d'exploitation et les logiciels, résultant du projet.  
Il est entendu que la diffusion ou la publication du rapport final dépend de l'approbation du ministère de l'Environnement.
2. Établir une entente sur le formulaire d'entente du ministère, avant d'avancer des fonds.
3. Présenter un compte rendu semestriel en plus du rapport final.
4. Faire vérifier et présenter, à la fin de l'exercice financier (31 mars), à l'agent de liaison et au Bureau de gestion de la recherche, un état des dépenses concernant la subvention.
5. Présenter, le cas échéant, une communication au congrès annuel sur le transfert des techniques.
6. Fournir à l'agent de liaison, tous les ans après le début du projet, la liste des biens d'équipement achetés grâce à la subvention, ou au contrat.
7. Aviser immédiatement l'agent de liaison de tout changement d'orientation des travaux et remettre au ministère toute partie de la subvention qui n'est pas nécessaire à la réalisation des nouveaux travaux. Les changements d'orientation importants doivent être préalablement approuvés, et les contrats modifiés.
8. Remettre au ministère la partie non utilisée de la subvention une fois le projet terminé.
9. Rendre tous les biens d'équipement achetés grâce à la subvention ou au contrat lorsque le projet est terminé, ou conclure une entente écrite appropriée avec le Comité consultatif de la recherche si ces biens doivent continuer à être utilisés pour des travaux connexes.
10. Ne pas utiliser une subvention pour verser des honoraires ou payer un salaire à un chercheur universitaire principal.
11. Permettre, le cas échéant, à un vérificateur du gouvernement de l'Ontario d'examiner les états financiers et les dossiers, pendant ou après le projet.



Ontario

Ministry  
of the  
EnvironmentMinistère  
de  
l'Environnement

Principal Investigator Chercheur principal

## Ministry Use Only Réservé au ministère

Proposal No. Proposition n°

Project No. Projet n°

Affiliation Affiliation

## Research Proposal Summary Résumé de la proposition de recherche

Research Area Domaine de recherche

Type of Funding applied for:  
Type de financement demandé :☐ Grant  
Subvention☐ Contract  
Contrat☐ Unsolicited  
Proposition non sollicitée☐ Solicited  
Proposition sollicitéeTitle of Proposed Research  
Titre de la recherche

Short Title Titre abrégé

% of Principal Investigator's Time (Allocated to the Project)  
Pourcentage de son temps qu'alloue le chercheur au projet \_\_\_\_\_ %

Principal Investigator's Title Titre du chercheur principal

Address Adresse

City Town Ville

Province Province

Postal Code Code postal

Tel. No. N° de téléphone

Co-Investigator(s) Autre(s) chercheur(s)

Affiliation Affiliation

1.

Affiliation Affiliation

2.

BUDGET  
BUDGET1st Year  
1<sup>re</sup> année2nd Year  
2<sup>e</sup> année3rd Year  
3<sup>e</sup> annéeTOTAL  
TOTALSalaries and Benefits  
Salaires et avantages sociauxTravel  
DéplacementsSupplies and Equipment  
Matériel et équipementOverhead Indirect Expenses (contractors only)  
Frais généraux et indirects (entreprise)Services (e.g. Computer Time)  
Services (p. ex. temps d'ordinateur)Other (specify)  
Autres (préciser)TOTAL  
TOTALTotal No. of Mandays  
Nombre total de jours de main-d'oeuvre

Current or Previous Research Funding Financement de la recherche

Has this proposal or similar to it been submitted elsewhere for funding? Cette proposition, ou une semblable, a-t-elle fait l'objet d'une demande de financement auprès d'un autre organisme ministère ?

☐ Yes Oui If yes, where?☐ No Non Dans l'affirmative, auprès de qui?Has it been accepted? ☐ Yes ☐ No If yes, total approved funds \_\_\_\_\_ No. of Years \_\_\_\_\_

A-t-elle été acceptée? Oui Non Dans l'affirmative, montant du financement total approuvé Nombre d'années

It is agreed that the general conditions as outlined in the Guideline for Proposal Submission apply to any grant or contract pursuant to this application and are hereby accepted by the applicant and the applicant's employing institution or company. Il est convenu que les conditions générales énumérées dans les Directives régissant la présentation des propositions s'appliquent à toute subvention ou contrat faisant l'objet de la présente demande et que le demandeur et son employeur acceptent ces conditions par la présente.

## University Université

Dean, Head or Chairman Doyen, directeur ou président

Name Nom

Tel. No. N° de téléphone

Signature

Date

Financial Administrator Administrateur financier

Name Nom

Tel. No. N° de téléphone

Signature

Date

Director of Research Administration Directeur administratif de la recherche

Name Nom

Tel. No. N° de téléphone

Signature

Date

Principal Investigator Chercheur principal

Name Nom

Tel. No. N° de téléphone

Signature

Date

## Contractor Entreprise

President or Principal Président ou directeur général

Name Nom

Tel. No. N° de téléphone

Signature

Date

Financial Administrator Administrateur financier

Name Nom

Tel. No. N° de téléphone

Signature

Date

Principal Investigator Chercheur principal

Name Nom

Tel. No. N° de téléphone

Signature

Date



Ontario

Ministry  
of the  
Environment

Ministère  
de  
l'Environnement

Principal Investigator Chercheur principal

Ministry Use Only Réservé au ministère

Proposal No. Proposition n°

Project No. Projet n°

Affiliation Affiliation

1. Abstract (For Full Study) Résumé (de l'étude)

2. Objective(s) Objectif(s)

3. Milestone Definition and Schedule (For Full Study) Définition et calendrier des étapes (de l'étude)

Milestone No. Étape n°	Description Description	Anticipated Date of Completion Date prévue de la fin de l'étape



Ontario

Ministry  
of the  
Environment

Ministère  
de  
l'Environnement

**Ministry Use Only    Réserve au ministère**

Proposal No.    Proposition n°

Project No.    Projet n°

Principal Investigator    Chercheur principal

Affiliation    Affiliation

**4. Study Description    Description de l'étude**

Year 1 of Study    1<sup>re</sup> année de l'étude

Description    Description

Anticipated Results    Résultats prévus

Year 2 of Study    2<sup>e</sup> année de l'étude

Description    Description

Anticipated Results    Résultats prévus

Year 3 of Study    3<sup>e</sup> année de l'étude

Description    Description

Anticipated Results    Résultats prévus





**5. Relevance and Potential for Application Pertinence du projet et possibilités d'applications**

What will this project contribute to the Ministry of the Environment's research needs?  
Comment le projet répondra-t-il aux besoins en recherche du ministère de l'Environnement?

Describe potential for implementation of results, potential users and time frame for application of results by users.  
Décrivez les applications possibles des résultats du projet, indiquez les usagers éventuels et fournissez le calendrier de ces applications.

Potential Marketability – Please describe if applicable  
Possibilités de commercialisation – Donnez-en une description le cas échéant

APPENDIX B

GRANT LETTER OF AGREEMENT



GRANT AGREEMENT

135 St. Clair Avenue West  
Suite 100  
Toronto, Ontario  
M4V 1P5

135 avenue St. Clair ouest  
Bureau 100  
Toronto (Ontario)  
M4V 1P5

Between: \_\_\_\_\_ and "Her Majesty, The Queen  
\_\_\_\_\_ in Right of Ontario as  
\_\_\_\_\_ Represented by the Minister  
\_\_\_\_\_ of the Environment"

the "University"

the "Crown"

Project Title and Number:

Principal Investigator or Recipient Institution:

TERMS

1. The spending of funds is to be as indicated in the project proposal unless otherwise agreed in writing. Funds not spent will be returned to the Crown.
2. The Crown has the right to audit the allocation of funds and review project progress each six months or at such other intervals as the Crown determines.
3. All operating costs are included in the total project costs and will be detailed in an annual statement of expenditures as of March 31.
4. (1) The principal investigator is required to provide advance notice in the form of pre-publication copies to the Crown of any publications, research reports, presentations or other papers arising during the course of the project and within one year of its completion.  
(2) Subject to subsection (4) and section 5, the principal investigator will be the owner of any data collected during the course of this project. Any publications, research reports or other published papers should acknowledge the Ontario Ministry of the Environment as a source of financial support, and should indicate that the results and conclusions are those of the authors and that no official endorsement by the Ministry is intended or should be inferred.  
(3) The principal investigator is required to prepare a final report (a detailed summary of the results and conclusions of the research, together with supporting data, under M.O.E. cover) at the completion of this project, which shall bear the legend:  
c 19\_\_ Her Majesty the Queen in right of Ontario as  
represented by the Minister of the Environment  
unless the Crown directs otherwise in writing.

Feb. 2, 1988

0193(03/88)

- (4) The Crown reserves the right to make use of data or publish in whole or in part any publications, research reports or other papers arising out of this project, and in any publication, shall acknowledge the contribution of the principal investigator, with the investigator's approval.
  - (5) Where an application is being prepared or proposed to be prepared for a patent under the Patent Act of Canada or similar foreign legislation, neither party shall publish information which may adversely affect the obtaining of a Patent in Canada or the United States of America without first consulting with the other.
5.
  - (1) "Patent rights" where used in this Agreement include any patentable or secret formulae, patents, inventions, discoveries and improvements, whether patented or not, and any material subject to copyright and any industrial design or other industrial property and the word "patent" includes patents, additions to, amendments to, extensions of, restorations of and reissues of patents, copyrights and registrations of industrial designs or other industrial property.
  - (2) Subject to section 4 and subsections (3) and (4), the Crown does not claim patent rights resulting from research supported by this grant.
  - (3) Subject to subsection (4), patent rights arising jointly between a person carrying out research in Ontario to which this agreement applies and an employee of the Crown shall be jointly owned by the Crown and the University or other person designated by the University, and title to all patents issued thereon shall be joint.
  - (4) The Crown shall have a non-exclusive licence to use any patent rights governed by this agreement for its own purposes or municipal purposes in Ontario and, where the patent rights are not being exploited commercially in Ontario by the University or persons designated by the University, for any purposes in Canada.
  - (5) The Crown is prepared to enter into a supplementary agreement with respect to exploitation of any patent rights.
6. The principal investigator and University will indemnify and save harmless Ontario from any and all costs, claims, demands, suits, actions and judgements made, brought or recovered against Ontario arising from this project, except to the extent that they are caused by the negligence of a servant or agent of the Crown while acting within the scope of their employment. This provision survives the termination or expiry of this grant.
7. Temporary replacement of the principal investigator due to illness or sabbatical leave, or permanent replacement of the principal investigator, must be agreed upon in writing by the Crown.

8. Upon premature termination of this project as a result of illness, death or resignation of the principal investigator, or for any other reason, the unspent portion of the funds will be repaid to the Crown.
9. The University agrees with all other conditions as specified in the original application (Form 02).

Date: \_\_\_\_\_

\_\_\_\_\_  
Representative of the Crown

Date: \_\_\_\_\_

\_\_\_\_\_  
Representative of the University

APPENDIX C

CONTRACT LETTER OF AGREEMENT



Ministry  
of the  
Environment

Ministère  
de  
l'Environnement

135 St. Clair Avenue West  
Suite 100  
Toronto, Ontario  
M4V 1P5

135 avenue St. Clair ouest  
Bureau 100  
Toronto (Ontario)  
M4V 1P5

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_

BETWEEN: HER MAJESTY THE QUEEN IN THE RIGHT OF  
ONTARIO AS REPRESENTED BY THE MINISTER OF  
THE ENVIRONMENT  
(hereinafter called the "Crown")

PARTY OF THE FIRST PART

- and -

(herein after called the "Contractor")

PARTY OF THE SECOND PART

Designated Crown Representative \_\_\_\_\_ or such other  
person as may from time to time be  
designated by the Crown in writing  
Telephone: \_\_\_\_\_

Project Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of the provisions hereinafter set out, the parties  
agree as follows:

1.0 This Agreement is subject to confirmation by the Crown issuing  
a Purchase Order.

### 2.0 ASSIGNMENT

The nature and extent of the work to which this Agreement  
pertains and the respective duties and obligations of the Contractor  
and the Crown are defined and described in Schedule A ("\_\_\_\_\_  
\_\_\_\_\_" ) and, subject to the  
other provisions of this Agreement, will be carried out in accordance  
with the Contractor's proposal.

### 3.0 APPOINTMENT

The Crown hereby appoints the Contractor to perform the  
Assignment described in Schedule A and the Contractor hereby accepts  
such appointment and undertakes to perform the Assignment in  
accordance with the Contractor's Proposal in a good, workmanlike and  
professional manner and subject to the terms and conditions contained  
herein.

#### 4.0 COSTS

The Crown hereby accepts the Contractor's estimated total costs for the Assignment not to exceed \$ \_\_\_\_\_ to be paid as outlined in Schedule A. The said amount includes all fees and disbursements of any persons appointed or assigned by the Contractor to assist in the execution of this Assignment. Unless otherwise agreed in writing and a purchase order confirming the new amount is issued by the Crown, the Crown is not liable for any costs in excess of this amount. The Contractor, and not the Crown, is liable for all fees and disbursements.

#### 5.0 PAYMENTS

5.1 The Crown will pay the Contractor upon receipt of invoices from the Contractor in accordance with Schedule A. Subject to Subsection 5.2, the Crown will hold back an amount not exceeding ten per cent (10%) of each invoice from the Contractor until the Assignment is satisfactorily completed and accepted by the Crown.

5.2 The Crown may hold back additional amounts so that at all times the sum of any holdbacks under Subsection 5.1, the amount remaining uninvoiced and the amount of any additional holdback money under this subsection, is at least equal to the estimated cost for satisfactorily completing the Assignment.

5.3 The Crown, or auditors appointed by the Crown, may examine and audit project-related books, records, equipment and facilities of the Contractor or anyone working directly or indirectly for the Contractor for the purpose of the Assignment to determine that all costs are reasonable and have been properly incurred for the purpose of the Assignment and that the Assignment is being or has been properly carried out.

5.4 The Contractor will submit supporting documentation as required by the Crown with each invoice.

5.5 In the event an overpayment is discovered by audit or otherwise, the amount of overpayment shall be credited to future payments hereunder or repaid to the Crown as determined by the Crown.

5.6 The Contractor shall maintain proper financial records and books of account respecting services provided pursuant to this Agreement. These financial records and books of account may be inspected by the Crown both during and following the performance of this Agreement for a maximum of five years after performance is completed.



## 6.0 DATES

The Assignment shall commence on or about the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, and shall be completed not later than the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_. The reasons for any extension required by the Contractor to complete any phase of the Assignment shall be documented and forwarded to the Crown as soon as the Contractor is aware that it may be necessary to ask for permission for an extension and in any event prior to the original termination date of the phase of the Assignment or the Assignment and the terms and conditions of any such extensions shall be agreed upon in writing by the parties. Unless an extension is agreed to in writing by the Crown, the Contractor may not extend the time for completion.

## 7.0 PROGRESS AND FINAL REPORTS

### 7.1 The Contractor will provide:

- (a) oral progress or status reports from time to time at the request of the Crown representative at the cost of the Contractor.
- (b) written progress reports at intervals of not more than six months;
- (c) a final written report on completion of work;
- (d) make a presentation at the Crown's annual Technology Transfer Conference in the form of the oral presentation of a paper or in the form of a poster, at the Crown's election; and
- (e) such other reports as are provided in Schedule "A".

## 8.0 PERSONNEL

8.1 The Contractor is responsible for performing the tasks for the Assignment as described in Schedule A. The Crown representative, on a consultative basis, and the Crown files pertinent to the Assignment will be available to the Contractor.

8.2 The Contractor will perform the Assignment at his office location or any other facilities provided at the Contractor's expense but may periodically visit the Ministry office for pick-ups and deliveries or to consult with the Crown personnel.

8.3 The Contractor shall not change principal professional staff, consultants, sub-contractors or the rate chargeable as defined in Schedule A without the written consent of the Crown.

#### 9.0 PREMATURE TERMINATION

9.1 If the Contractor is guilty of serious professional misconduct in the opinion of the Crown, or neglects, fails or refuses to carry out the Assignment in other respects, the Crown may terminate work under this Agreement without notice or payment in lieu of notice.

9.2 The Crown may terminate work under this Agreement by written notice at any time for reasons not specified in Subsection 9.1 and its only obligation will be to pay the Contractor for all work done to the date of cancellation and for any future expenses which were to be paid for under this Agreement and which the Contractor remains legally obliged to pay in connection with the Assignment and for which the Contractor is not otherwise reimbursed.

9.3 The Contractor may terminate work under this Agreement for any reason with a one month advance notice in writing to the Crown Representative. In such event, the Crown shall determine what, if any, portion of the payments made prior to the date of termination the Contractor may retain.

#### 10.0 DOCUMENTS AND MATERIALS

10.1 Materials, documents, data and working papers relating to the Assignment shall be the property of the Crown and shall be surrendered to or disposed of as instructed by the Crown representative upon completion and acceptance of the Assignment or termination of work under this Agreement for any reason whatsoever.

10.2 The Contractor shall return to the Crown at the termination of work under this Agreement in good condition, reasonable wear and tear only excepted, all equipment and non-consumable supplies of the Crown loaned to the Contractor for the Assignment and all equipment and non-consumable supplies purchased by the Contractor for the Assignment at the Crown's expense.

#### 11.0 SECURITY AND CONFIDENTIALITY

11.1 The Contractor will act as an independent contractor and not as a servant or agent of the Ministry of the Environment.

11.2 Subject to Subsection 3, no information received or developed by the Contractor in connection with this Agreement shall be disclosed by the Contractor or to anyone other than the Crown without the consent of the Crown.

11.3 Subject to any requirements to protect or perfect any patent rights, the Contractor may publish any material alone or jointly with the Crown after one year after completion of the Assignment provided that (unless the Crown Representative otherwise directs) the participation of the Crown in carrying out or financing the work is acknowledged.

11.4 "Patent rights" where used in the Agreement include any patentable or secret formulae, patents, inventions, discoveries and improvements, whether patented or not, and any material subject to copyright and any industrial design or other industrial property and the word "patent" includes patents, additions to, amendments to, extensions of, restorations of and reissues of patents, copyrights and registrations of industrial designs or other industrial property.

11.5 All patent rights resulting from experiments or research or operations connected with this Agreement and all patents and applications for patents in respect thereof shall belong to the Crown.

11.6 The Contractor shall have a royalty-free non-exclusive licence to use and exercise and have used and exercised any patent right mentioned in Section 11 for further research and development provided the results of such research and development are reported to the Crown in writing.

11.7 All reports and other documents and materials prepared by or for the Contractor for or arising out of this Assignment shall bear the legend:

198\_\_ - Her Majesty the Queen in Right  
of Ontario as Represented by the  
Minister of the Environment

unless the Crown Representative otherwise directs in writing, as well as an acknowledgement to the Crown for providing the funding support and a disclaimer as indicated below.

#### Acknowledgement and Disclaimer

This report was prepared for the Ontario Ministry of the Environment as part of a Ministry funded project. The views and ideas expressed in this report are those of the author and do not necessarily reflect the views and policies of the Ministry of the Environment, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. The Ministry, however, encourages the distribution of information and strongly supports technology transfer and diffusion. Any person who wishes to republish part or all of this report should apply for permission to do so to the Research Management Office, Policy and Planning Branch, Ontario Ministry of the Environment, 135 St. Clair Avenue West, Toronto, Ontario, M4V 1P5, Canada.

11.8 The Contractor and any persons working on the Assignment shall cooperate in any action needed to perfect or record any patent rights in the name of the Crown.

#### 12.0 LIABILITY

The Crown and its representatives shall not be responsible for any injuries or property damage suffered or caused by the Contractor or any sub-contractors or any of their associates, officers or employees while performing the Assignment. The Contractor shall be responsible for insuring personnel and both Contractor and Crown-owned equipment for any loss or damage, and must conform to Provincial Environmental, Health and Safety Standards.

The Contractor shall indemnify the Crown for any damages to property or persons and any claims against the Crown, arising out of the carrying out of the Assignment.

In this section, "Crown" includes the Minister of the Environment and any officer and employees of the Ministry of the Environment and public servants employed with the Ministry of the Environment.

#### 13.0 FINAL REPORT

Following the approval of the study "draft" final report by the Crown representative, the Contractor will print the Final Report, including and revisions, corrections, etc. as indicated by the Crown, and provide the Crown with copies in the form specified in Schedule "2".

#### 14.0 ENTIRE AGREEMENT

This Agreement shall enure to the benefit of and be binding upon, the parties and their administrators, successors and assigns, and shall not be assigned by the Contractor without the written approval of the Crown.

14.1 Where any conflict or inconsistency appears between a provision of any of the documents listed below which form part of this Agreement and a provision in another of the documents, the provision in the first mentioned document shall govern:

- (a) Purchaser Order
- (b) This Document
- (c) Schedule A

14.2 This Agreement, including the documents listed in Subsection 14.1, constitute the entire Agreement between the parties.

14.3 The designation of the Crown Representative may be changed at any time by notice, in writing, to the Contractor.

15.0 WAIVER

The failure by the Crown to insist in one or more instances upon the performance by the Contractor of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Crown's right to require further performance of any such terms or conditions, and the obligations of the Contractor with respect to such future performance shall continue in full force and effect.

16.0 SUPPORT SERVICES

Typing, photocopying and other office support activities are the responsibility of the Contractor.

17.0 No services or goods or persons of South African origin may be used in carrying out this Agreement.

18.0

18.1 In the event of a disagreement with respect to any provision of the Agreement, either party may ask the other to refer this disagreement to one or more mutually agreeable persons as a review panel.

18.2 Section 18.1 does not prevent either party from taking legal action in connection with this Agreement.

HER MAJESTY THE QUEEN  
in the Right of Ontario  
as Represented by the  
Minister of the Environment

Per: \_\_\_\_\_  
Director,  
Policy & Planning Branch

CONTRACTOR

\_\_\_\_\_  
Per: \_\_\_\_\_  
(Title - )

Dated \_\_\_\_\_

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and contracts guide for  
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